

ATHLETIC AGREEMENT

This agreement made and entered into on April 13, 2018 by and between the authorities of **Global Sports Management** of 1724 Evening Shade Lane, Knoxville, TN, 37919 (hereafter GSM) and the **University of Mississippi** (hereafter UM) stipulates:

First: GSM will provide a **foreign tour** for UM Men's Basketball team to:

Tour Area: Montreal and Ottawa and Canada

Price: \$2,500 per person, double occupancy

Proposed Tour Dates: August 4 - August 10, 2018

The prices are per person and are based on a minimum of 25 people and are subject to change. You will be charged for 25 people even if your group falls below this group minimum.

Tour Competition: Total number of games on tour will be 4.

Second: **Foreign Tour Conditions**

GSM will provide for UM Men's Basketball:

1. Round trip economy airfare from Memphis to Montreal
2. Ground transportation by charter bus.
3. Hotel stays for 6 nights with double occupancy.
4. Daily breakfast each morning at the hotel.
5. Sanctioning fees with USA Basketball and foreign basketball federations.
6. Provide a GSM escort to accompany UA during the tour.

UM is responsible for:

1. Payment for the tour package to GSM. The price is based on double occupancy, *additional cost for single occupancy is \$120 per room, per day for 6 days.*
2. Providing or obtaining all necessary visas and passports.
3. All incidentals including, but not limited to, phone calls, laundry, shopping, parking, tolls and sightseeing.
4. Securing travel and medical insurance for each member of your traveling party.
5. Any extra meals.
6. Any extras that UM requests. This could include, but is not limited to, single occupancy hotel rooms, extra tour days, and visiting additional or specifically requested cities.

Third: **Penalties**

If GSM cancels the foreign tour, UM will receive all payments made under this contract in refund and be released from all conditions of this contract. If it becomes necessary for GSM to cancel the foreign tour for any reason beyond the control of GSM such as, but not limited to, war, civil disturbances, transportation strikes, and natural disasters, GSM can reschedule the tour for the following year.

If UM must cancel the foreign tour, UM will receive a refund based on the following schedule:

Deposit is non-refundable and not included in the calculations for refund

75-119 days prior to departure --	60% of tour cost
46-74 days prior to departure --	25% of tour cost
Within 45 days prior to departure --	10% of tour cost

To cancel a tour, UM must notify GSM in writing of their intention. The date that this letter is received is the date used to calculate penalties.

Fourth: **Arbitration**

UM and GSM agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rule of the American Arbitration Association; a judgment upon award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Sixth: **Payment Schedule**

- o \$10,000 non refundable deposit due May 15, 2018
- o 50% of approximate tour cost due June 15, 2018
- o Balance of tour cost due July 15, 2018



Please initial each page, sign and return the enclosed copy of this agreement to serve as our definite mutual agreement. This agreement must be signed and returned to GSM within 15 days. After this date, the above terms may no longer apply.

Organization: Global Sports Management

Name: Maury D. Hanks

Title: President

Signature:



Date:

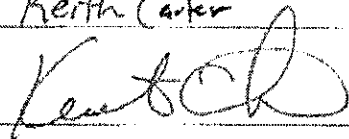
5/14/18

University: University of Mississippi

Deputy
Athletic Director:

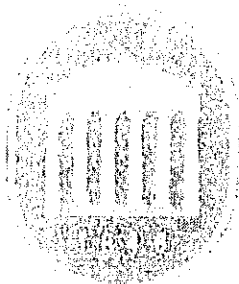
Keith Carter

Signature:



Date:

5/7/18



Mandatory Addendum to All University of Mississippi Contracts

This Addendum between the University of Mississippi ("UM") and Global Sports Management ("Contractor") is an integral part of the contract. Contractor acknowledges that UM is a state institution of higher learning and is subject to the laws of the State of Mississippi governing actions of state agencies. Contractor further acknowledges that UM does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. UM contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.
U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).
2. UM does not waive its sovereign immunity. UM shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
3. UM does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
4. Any references to UM waiving its right to a trial by jury are deleted.
Miss. AG Op., Chamberlin (Oct. 18, 2002).
5. UM does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.
Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any references to payment of attorney's fees by UM are deleted.
Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).
7. UM does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.
Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).
8. Any references to UM limiting UM's damages to the contract price or any other set amount are deleted.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
9. Any references to UM indemnifying or holding harmless the Contractor or any other party are deleted.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
10. Any provisions limiting the time for UM to pursue legal action are deleted.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
11. Any references to UM waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. Any references to UM limiting damages, remedies or waiving any claim are deleted.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. Any provisions giving the Contractor exclusive control over litigation are deleted. UM does not agree that Contractor may represent, prosecute or defend legal actions in the name of UM.
Board of Trustees Institutions of Higher Learning Policy 1102.
14. Any references to UM submitting to binding arbitration are deleted.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Contractor's liability

to UM or allow Contractor to waive any applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4, § 100; Miss. Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to UM limiting are waiving any common law warranty are deleted.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
17. UM does not make any warranty.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
18. UM will deliver payments to Contractor no later than forty-five (45) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that requires UM pay Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.
19. UM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. §25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq.
20. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing UM for hiring an employee who works for the Contractor is deleted.
21. UM is an equal opportunity employer. Executive order 11246 requires that UM do business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act, as amended. During the performance of any contract with UM, Contractor agrees to be bound by provisions of Section 202 of Executive Order 11246, as amended and Executive Orders 11701, 11625 and 11758.
22. The continuance of any UM contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of UM. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).
23. Any provision requiring UM to name the contractor as an additional insured is deleted.
24. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

25. Contractor recognizes that UM, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.

26. Contractor acknowledges that the individual executing the contract on behalf of UM is doing so only in his/her official capacity only, and to the extent that any provision contained in the contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

CONTRACTOR

By:



(Original Signature of Principal or General Agent)

NAME/TITLE

Murray Banks - President

COMPANY:

Global Sports Management

DATE:

5/18/2018

UNIVERSITY OF MISSISSIPPI

By:

(Original Signature of Authorized Representative)

TITLE:

DATE:

Ole Miss
BASKETBALL
Tour of Canada
August 4 - August 10, 2018
August 4, 2018

- 8:30 AM Meet for Breakfast at Tuohy/ Practice
- 10:15 AM Bus depart for Memphis International Airport (MEM)
Travel Distance: 71.8 Miles
Travel Time: 1 hour 13 minutes
(Snack provided on the bus)
Wear: Gray Travel Suit with Red "Ole Miss Basketball" Polo, Gray Nike Travel Shoes
- 11:30 AM Arrive at Memphis International Airport (MEM)
Check In/ Lunch: \$18 per diem
- Flight Details:
DELTA #3285
DEPART: Memphis International Airport (MEM) 1:20 PM
ARRIVE: LaGuardia Airport (LGA) 5:02 PM
Dinner: \$31 per diem
DELTA #5104
DEPART: LaGuardia Airport (LGA) 6:15 PM
ARRIVE: Montréal-Pierre Elliott Trudeau International Airport 7:52 PM
- Meet group guide, Jafeth Maseruka 613-282-8214, after we clear customs and get your bags
- BUS: Leduc Bus Lines 613-679-2595
Driver:
- 8:30 PM Depart for Hotel Omni Mount Royal
1050 Sherbrooke St Montreal H3A2R6
Phone 514-284-1110
Contact: Ms. Nancy Kornechook 514-985-6226
Travel Distance: 12.86 Miles
Travel Time: 25 Minutes
- 9:00 PM Arrive at Hotel Omni Mount Royal
- 9:30 PM Team Meeting/ Snack- Printemps Meeting Room (1st Floor)

Ole Miss
BASKETBALL
Tour of Canada
August 5, 2018

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|----------|---|
| 9:00 AM | Team Meets for Smoothies in Printemps Meeting Room |
| 9:30 AM | Team Meeting/ Film in Printemps Meeting Room |
| 10:00 AM | Breakfast Buffet in Hotel
(Printemps Meeting Room) |
| 1:15 PM | Bus departs hotel for McGill University
475 Pine Ave West, H2W 1S4
Travel Distance: 1.12 miles
Travel Time: 8 minutes
Wear: Red with Navy Stripe Polo, Shorts, Gray Nike Travel Shoes |
| 3:00 PM | Game vs. McGill University |
| 6:00 PM | Arrive back at Hotel Omni |
| 6:30 PM | Dinner in Printemps Meeting Room |
| 11:00 PM | Curfew |

Ole Miss
BASKETBALL
Tour of Canada
August 6, 2018

8:30 AM	Wake-up Call
9:00 AM	Team Meeting in Printemps Meeting Room
10:00 AM	Breakfast Buffet in Hotel (Restaurant Petit Opus)
1:30 PM	Film in Printemps Meeting Room
2:00 PM	Lunch Catered in Printemps Meeting Room
5:15 PM	Depart for Concordia University 7200 Sherbrooke Street W. Montreal, Quebec, Canada Travel Distance: 4.97 Miles Travel Time: 21 Minutes
7:00 PM	Game vs. Concordia University Wear: Navy embroidered "Ole Miss Basketball" Polo, Pants
9:30 PM	Arrive back at Hotel Omni Post-Game Meal- Printemps Meeting Room

Old Miss
BASKETBALL
Tour of Canada
August 7, 2018

8:30 AM	Wake-up Call
9:00 AM	Breakfast Buffet in Hotel (Restaurant Petit Opus)
10:00 AM	Check out of hotel, pay all incidentals
10:30 AM	Depart for "La Ronde"- Theme Park 22 Chemin Macdonald, Montréal, QC H3C 6A3, Canada Travel Distance: 4.78 Miles Travel Time: 16 Minutes
4:15 PM	Departure for Ottawa Marriot 100 Kent St, Ottawa, ON K1P 5R7, Canada Phone: 613-238-1122 Fax: 613-783-4228 Contact: Manuela Leal Phone: 613-783-4214 Travel Distance: 123.65 Miles Travel Time: 2 Hours 5 Minutes
6:30 PM	Arrival at Ottawa Marriot
7:30 PM	Meal/Snack in Sussex (27 th Floor) Meeting Space

Ole Miss
BASKETBALL
Tour of Canada
August 8, 2018

9:00 AM	Wake-up Call
9:30 AM	Team Meeting in Sparks Salon (EL Level- 2 floors Below Main Lobby)
10:00 AM	Breakfast Buffet in Hotel ("Spin" Restaurant)
11:30 PM	Depart for Game Day Practice @ University of Ottawa 125 University Private, Ottawa, ON K1N 1A2, Canada Travel Distance: 1.8 Miles Travel Time: 10 Minutes
12:00 PM	Game Day Practice
1:20 PM	Arrive Back at Ottawa Marriott
2:30 PM	Lunch Catered in Sparks Salon
5:15 PM	Depart for Carleton University 1125 Colonel By Dr, Ottawa, ON K1S 5B6, Canada Travel Distance: 2.8 Miles Travel Time: 10 Minutes Wear: Red Two-Toned Striped Polo, Pants
7:00 PM	Game vs. Carleton University
9:30 PM	Arrive back at Ottawa Marriot Post Game Meal in Sussex Meeting Room

Ole Miss
BASKETBALL
Tour of Canada
August 9, 2018

9:00 AM	Wake-up Call
9:30 AM	Team Meeting in Sparks Salon
10:00 AM	Breakfast Buffet in Hotel ("Spin" Restaurant)
1:30 PM	Film in Sparks Salon
2:00 PM	Lunch Catered in Sussex Meeting Room
5:30 PM	Depart for University of Ottawa 125 University Private, Ottawa, ON K1N 1A2, Canada Travel Distance: 1.8 Miles Travel Time: 10 Minutes
	Wear: Navy Polo with screen printed "Ole Miss Basketball", Shorts, Gray Nike Travel Shoes
7:00 PM	Game vs. University of Ottawa
9:30 PM	Arrive back at Ottawa Marriot Post-Game Meal in Sussex Meeting Room

Ole Miss
BASKETBALL
Tour of Canada
August 10, 2018

3:00 AM Wake-up Call (KJ, Blake, Franco, Zach, Devontae, Bree, Carlos, Luis)

3:30 AM Taxi to Airport (KJ, Blake, Franco, Zach, Devontae, Bree, Carlos, Luis)
Ottawa/Macdonald–Cartier International Airport
Travel Distance: 7.95 Miles
Travel Time: 16 Minutes

8:30 AM Wake-up Call

9:00 AM Breakfast- (“Spin” Restaurant)

10:00 AM Check out of Ottawa Marriot, pay all incidentals

10:30 AM Bus departs Ottawa Marriot:
Montréal-Pierre Elliott Trudeau International Airport
Travel Distance: 114.33 Miles
Travel Time: 1 Hour 51 Minutes
Wear: Gray Travel Suit with Navy “Ole Miss Basketball” Polo, Gray Nike Travel Shoes

12:30 PM Arrive at Montréal-Pierre Elliott Trudeau International Airport

Flight Details:
DELTA#5052
DEPART Montréal-Pierre Elliott Trudeau International Airport 3:30 PM
ARRIVES: LaGuardia Airport (LGA) 5:04 PM

DELTA#3294
DEPART: LaGuardia Airport (LGA) 7:35 PM
ARRIVES: Memphis International Airport 9:42 PM

10:30 PM Bus departs for Tuohy Center
Travel Distance: 71.8 Miles
Travel Time: 1 hour 13 minutes